



## **The Alaska Unified Certification Program Agreement**

The United States Department of Transportation (USDOT) has issued regulations at 49 CFR 26.81 (Subpart E) requiring that all direct and indirect recipients of USDOT funding establish a Unified Certification Program (UCP). The purpose of the UCP is to provide a one-stop certification process for all businesses in each state seeking certification to participate in the USDOT Disadvantaged Business Enterprise (DBE) program. USDOT agencies requiring the UCP include: Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA).

As a recipient of USDOT funds, the undersigned enter into this Agreement with all other USDOT recipients within the State of Alaska to form an Alaska Unified Certification Program (AUCP). The undersigned agree the AUCP shall make all certification decisions on behalf of all USDOT recipients in Alaska. The AUCP will provide “one-stop shopping” to applicants for DBE certification so that an applicant is required to apply only once for a DBE certification that will be honored by all recipients in Alaska. All obligations of recipients with respect to certification and nondiscrimination will be carried out by the AUCP and recipients may only use other UCPs that comply with the certification and nondiscrimination requirements of 49 CFR, Part 26. The undersigned also agree to the following terms and conditions:

### **1.0 AUCP Certification Location**

The Alaska Department of Transportation and Public Facilities (ADOT&PF) 2200 East 42<sup>nd</sup> Avenue, Anchorage, Alaska (mailing address is PO Box 196900, Anchorage, AK 99519-6900) will serve as the centralized certification location for the AUCP.

### **1.1 Certification Standards**

The AUCP will follow the Certification Standards of 49 CFR, Part 26, Subpart D and the Certification Procedures and Standards of 49 CFR, Part 26, Subpart E in determining eligibility of firms to participate as a DBE in DOT-assisted contracts. Firms must meet all certification eligibility standards as indicated in the 49 CFR, Part 26. Certification decisions are solely based on the minimum requirements indicated in 49 CFR, Part 26. All certifications made by the AUCP are pre-certifications in accordance with 49 CFR 26.81(c).

## **1.2 Certification Appeals**

Any firm or complainant wishing to appeal the AUCP's administratively final denial of certification or decertification (under the provisions of 49 CFR 26.85, 26.87 and 26.89) may do so in writing to USDOT:

Department of Transportation  
Office of Civil Rights  
Certification Appeals Branch  
400 7<sup>th</sup> St., SW, Room 5414A  
Washington, DC 20590

The AUCP will promptly implement any USDOT certification appeal decision affecting the eligibility of a DBE for USDOT-assisted contracting in Alaska.

## **1.3 Annual DBE Affidavits**

The AUCP will require all DBEs to annually submit a written affidavit of any change in its circumstances affecting its ability to meet size, disadvantaged status, ownership or control criteria of 49 CFR, Part 26 or of any material changes in the information provided with their application for certification as required by 49 CFR 26.83(j).

The AUCP will notify all currently certified DBE firms of these obligations by certified mail annually.

## **1.4 Denial of DBE Certification to New Applicants**

When a firm not previously certified as a DBE is found to not meet the DBE eligibility requirements at the time of application the firm's application will be denied certification as a DBE. The firm will be provided a written explanation of the reasons for denial as required by 49 CFR 26.85. Any firm denied certification as a DBE may appeal this decision within 90 days to USDOT at the address listed in Section 1.2.

When DBE certification is denied, the firm in question is not eligible to participate as a DBE on federally funded projects and may not reapply for DBE certification for at least one year from the date of the final decision by either the Civil Rights Office or USDOT, whichever is later.

### **1.5.1 Removal of DBE Certification**

When a DBE firm is found to fail to meet the minimum standards for DBE certification, a preliminary determination by ADOT&PF to remove their DBE certification will be sent to the firm. When the owner(s) of a DBE firm believe the ADOT&PF has made an error in its preliminary determination to remove its DBE certification, they may request an informal hearing of this determination, in accordance with subsection 1.5.3, Informal Hearing Process.

If a DBE firm chooses to not request an informal hearing, the determination shall be made final and the DBE certification will be removed. The DBE firm in question is not eligible to participate as a DBE on federally funded projects and may not reapply for DBE certification for at least one year from the date of the final decision by either ADOT&PF or USDOT, whichever is later. DBE firms may be subject to removal of DBE certification for various reasons including, at a minimum:

- a. The DBE firm no longer meets the eligibility requirements of 49 CFR, Part 26.
- b. The DBE firm fails to provide current annual affidavits about the personal net worth of the DBE owners and/or changes that would affect the eligibility of the firm as a DBE under 49 CFR, Part 26.
- c. The DBE firm at any time refuses to cooperate with requests by the ADOT&PF for information and/or documentation.
- d. The DBE firm is debarred or suspended by the State or USDOT.
- e. The ADOT&PF determines that DBE eligibility was based on "Pro Forma" practices, procedures, or changes.
- f. The DBE fails to cooperate with the ADOT&PF during a CUF investigation, or in the investigation of any Civil Rights complaint, in accordance with 49 CFR 26.109.

### **1.5.2 Due Process**

When allegations or concerns have arisen which could result in the removal of DBE certification of a DBE firm, ADOT&PF will assign a CRO Certification Officer to review and consider the allegations and/or concerns. The assigned CRO Certification Officer will evaluate the information that has been provided and identify those issues, which, if true, could impact the DBE firm's continued eligibility. If the allegations/concerns are found to be true, ADOT&PF will provide written notice to the DBE firm, Notice of Preliminary Determination to Remove DBE Certification, which identifies the problem areas and provides a timeframe within which the DBE firm must respond to the allegations/concerns. A DBE firm so notified, is entitled to an informal hearing as described in subsection 1.5.3, except for an ADOT&PF determination that concludes the DBE firm owner(s) exceed the personal net worth standards and the determination is not disputed by the DBE firm.

Should the DBE firm fail to exercise its right to an informal hearing within the time limits specified, then the DBE certification shall be removed for that firm effective the day after the expiration of their right to an informal hearing.

### **1.5.3 Informal Hearing Process**

A DBE firm that is notified of intent to remove its DBE certification is entitled to an informal hearing in accordance with §26.87. The firm may elect to present information and arguments in writing or telephonically without being present at a hearing. To ensure

separation of functions in an informal hearing, we have determined that a member of the Western Region Executive Committee will serve as the knowledgeable decision-maker. By utilizing the resources of the Western Region Executive Committee, the ADOT&PF has established an administrative firewall to ensure that the knowledgeable decision-maker will not have participated in any way in the preliminary determination to remove the certification of the DBE firm.

While an informal hearing decision is pending, the DBE in question is eligible to participate as a DBE on federally funded projects. Once the informal hearing decision is issued, and the preliminary decision of ADOT&PF is made final, the firm may not reapply for DBE certification for at least one year from the date of the decision by the member of the Western Region Executive Committee, or one year from final appeal decision by USDOT.

A firm may appeal the informal hearing decision in writing to USDOT within 90 days from the date of the final decision by the member of the Western Region Executive Committee.

## **2.0 Third Party Complaints Regarding DBE Certification**

Any third party may file a written complaint with ADOT&PF regarding the certification of a DBE firm. The complaint must include all factual information relevant to the DBE firms qualifications. ADOT&PF will review the information and determine whether there is reason to believe that the DBE firm in question continues to qualify for the DBE Program under the provisions of 49 CFR Part 26.

If ADOT&PF determines there is no valid reason to believe that the firm in question is not qualified for the DBE Program, the complainant will be informed of this finding in writing and the complaint will be closed. ADOT&PF will provide the complainant with reasons for the finding of no reasonable cause to believe the firm is ineligible for the DBE Program. ADOT&PF will provide notice to both the complainant and the firm of this finding and will notify the complainant of the right to appeal this decision to USDOT.

If ADOT&PF determines that there is valid reason to believe that the firm in question is not qualified and makes the preliminary determination that the firm does not qualify for the DBE Program based on an investigation, ADOT&PF will :

- follow the procedure to deny certification for new applicants listed in subsection 1.4 of this agreement; or
- follow the procedure to removal a DBE firm's certification listed in subsection 1.5 of this agreement.

The identity of the complainant shall be maintained by ADOT&PF as confidential information, unless this prevents the investigation of the Complaint (i.e., the nature and/or circumstances of the complaint would disclose the identity of the complainant to the DBE firm in question) in accordance with 49 CFR 26.109(b). In such cases where the

DBE firm in question may know or be able to discern the identity of the complainant, then ADOT&PF shall request written permission of the complainant to disclose their identity should it become necessary during the course of the investigation.

### **3.0 DBE Directory**

The AUCP will maintain a directory identifying all firms certified as a DBE. The Directory lists all DBE certified firm's name, address, phone number, re-certification due date, and the type of work the firm has been certified to perform as a DBE. The AUCP will make the Directory available as follows:

- The electronic Directory will be updated when changes are made in accordance with 49 CFR 26.81(g). The electronic Directory is the most current and accurate version available. The electronic Directory should be used as the primary directory reference and is on the internet at: <http://www.dot.state.ak.us>
- The hardcopy directory will be updated once every three months. Hardcopies will be available at ADOT&PF Civil Rights and other AUCP participants' locations at their request. The public may request a copy be sent by mail from the ADOT&PF or another AUCP participant.

#### **Firms Previously Certified By Alaska DOT Recipients**

Incorporation of DBE firms certified by the other Alaska USDOT recipients, and not listed on the ADOT&PF DBE Directory, will be accommodated based on a review of their eligibility for the DBE Program under 49 CFR Part 26. The review will consist of an analysis of the annual information required of all DBE firms and an on-site review to verify eligibility. Any DBE firm proposed for removal of DBE certification by the new AUCP will be offered an opportunity for an informal hearing as stated under 49 CFR, Part 26 and subsection 1.5.3. Firms may reapply for certification in 12 months from the receipt of final determination. Firms that were previously denied certification by ADOT&PF and upheld on appeal by USDOT, but retained by other Alaska USDOT recipients will not be certified for listing in the AUCP DBE Directory and no additional hearing rights will be offered. This means that firms reviewed for eligibility by ADOT&PF and found not to be eligible (with verification of ineligibility by USDOT) will not be accepted for transfer to the Alaska UCP DBE Directory. These firms may re-apply for certification if there has been 12 months since the last certification decision by ADOT&PF. Other Alaska USDOT recipients holding certification files will transfer those files to ADOT&PF within 60 days after the AUCP is approved by USDOT.

### **4.0 Cooperation, Oversight, Review and Monitoring Activities**

The AUCP will fully cooperate with the oversight, review and monitoring activities of USDOT and its operating administrations (FHWA, FAA and FTA).

### **5.0 USDOT Directives and Guidance**

The AUCP shall implement USDOT directives and guidance concerning DBE certification matters.

## **6.0 Resources and Expertise of the AUCP**

ADOT&PF will be the only office certifying DBE firms under AUCP, and will be the “one-stop” certification agency. ADOT&PF will add an additional Certification Officer position to handle additional certification demand for the AUCP at no cost to the other UCP recipients. ADOT&PF will also have a general email address and an in-state toll free telephone number for the AUCP DBE applicants. All Alaska USDOT recipients that are signatories to the AUCP Agreement affirm and concur that ADOT&PF has sufficient resources and expertise to carry out the certification requirements of 49 CFR Part 26.

All Alaska USDOT recipients are committed to insuring there are adequate resources to carry out the functions of the AUCP.

## **7.0 Annual Meeting**

Each January, ADOT&PF (Civil Rights) will host a meeting in Anchorage for all Alaska USDOT recipients utilizing the AUCP. The purpose of the meeting will be to discuss the functionality and improvement of the AUCP. For those that cannot attend in person, ADOT&PF will provide teleconferencing as an option for participation. ADOT&PF will not provide travel or lodging for this meeting.

## **8.0 Disputes with Administration of the AUCP**

Any Alaska USDOT recipient may informally dispute the administration of the AUCP. Such a dispute shall be supported by evidence and shall state in writing the alleged administrative error(s) committed by the AUCP. This written dispute shall be submitted to the Manager of the ADOT&PF for informal resolution within 60 calendar days from date of receipt of the written dispute.

## **9.0 Sub-Recipients and Indirect Recipients**

Each Alaska USDOT direct recipient that is a signatory to the AUCP Agreement will ensure that all of its sub-recipients are bound by the terms and conditions of the AUCP. This will be done through a formal Transfer Of Responsibility Agreement (TORA) or similar agreement. Any failure to do so will be subject to review by the USDOT.

## **10.0 Participation in Regional UCPS**

The AUCP will not participate in a regional UCP with another State unless Agreement to do so is reviewed and approved by all Alaska USDOT recipients.

## **11.0 Amendment of the AUCP Agreement**

This Agreement will not be amended unless agreed to by all signatories to the Agreement, except if ordered to do so by USDOT. Any significant change in this agreement or the AUCP is subject to review and approval by USDOT.

## **12.0 Implementation Schedule**

Upon approval of this Agreement by the US Secretary of Transportation this Agreement will be implemented. The AUCP agreement will be posted on the ADOT&PF website.

## **13.0 Entire Agreement**

This Agreement represents the entire Agreement between the parties. Any previous statements, whether oral or written, are merged into this Agreement.

The undersigned Alaska USDOT recipients agree to and accept the terms and conditions of the Alaska Unified Certification Program.

## **14.0 Agreement Interpretation**

The language of this Agreement is to be construed according to its fair meaning and is not to be construed with a bias in favor of or against ADOT&PF or the other signers of the Agreement.

## **15.0 Term of This Agreement**

This agreement shall be valid as long as a Unified Certification Program is required by USDOT of its recipients for highway, airport and mass transit funding assistance.

The undersigned is authorized to execute the Alaska Unified Certification Program Agreement conditionally approved by USDOT on \_\_\_\_\_ and to bind the named recipient to the terms and conditions set forth in this agreement.

**Alaska Department of Transportation and Public Facilities**

**Date**

\_\_\_\_\_  
DBE Liaison Officer or other authorized representative of the recipient

\_\_\_\_\_



The undersigned is authorized to execute the Alaska Unified Certification Program Agreement conditionally approved by USDOT on \_\_\_\_\_ and to bind the named recipient to the terms and conditions set forth in this agreement.

**Alaska Railroad**

**Date**

\_\_\_\_\_  
DBE Liaison Officer or other authorized representative of the recipient

\_\_\_\_\_

The undersigned is authorized to execute the Alaska Unified Certification Program Agreement conditionally approved by USDOT on \_\_\_\_\_ and to bind the named recipient to the terms and conditions set forth in this agreement.

**Municipality of Anchorage**

**Date**

\_\_\_\_\_  
DBE Liaison Officer or other authorized representative of the recipient

\_\_\_\_\_

The undersigned is authorized to execute the Alaska Unified Certification Program Agreement conditionally approved by USDOT on \_\_\_\_\_ and to bind the named recipient to the terms and conditions set forth in this agreement.

**City and Borough of Juneau**

**Date**

\_\_\_\_\_  
DBE Liaison Officer or other authorized representative of the recipient

\_\_\_\_\_

The undersigned is authorized to execute the Alaska Unified Certification Program Agreement conditionally approved by USDOT on \_\_\_\_\_ and to bind the named recipient to the terms and conditions set forth in this agreement.

City of Kenai

Date

\_\_\_\_\_  
DBE Liaison Officer or other authorized representative of the recipient

\_\_\_\_\_

The undersigned is authorized to execute the Alaska Unified Certification Program Agreement conditionally approved by USDOT on \_\_\_\_\_ and to bind the named recipient to the terms and conditions set forth in this agreement.

**North Slope Borough**

**Date**

\_\_\_\_\_  
DBE Liaison Officer or other authorized representative of the recipient

\_\_\_\_\_

The undersigned is authorized to execute the Alaska Unified Certification Program Agreement conditionally approved by USDOT on \_\_\_\_\_ and to bind the named recipient to the terms and conditions set forth in this agreement.

**Tribal Government of Akiachak**

**Date**

\_\_\_\_\_  
DBE Liaison Officer or other authorized representative of the recipient

\_\_\_\_\_

The undersigned is authorized to execute the Alaska Unified Certification Program Agreement conditionally approved by USDOT on \_\_\_\_\_ and to bind the named recipient to the terms and conditions set forth in this agreement.

**Tribal Government of Venetie**

**Date**

\_\_\_\_\_  
DBE Liaison Officer or other authorized representative of the recipient

\_\_\_\_\_

The undersigned is authorized to execute the Alaska Unified Certification Program Agreement conditionally approved by USDOT on \_\_\_\_\_ and to bind the named recipient to the terms and conditions set forth in this agreement.

**Tribal Government of Quinhaqak**

**Date**

\_\_\_\_\_  
DBE Liaison Officer or other authorized representative of the recipient

\_\_\_\_\_



The undersigned is authorized to execute the Alaska Unified Certification Program Agreement conditionally approved by USDOT on \_\_\_\_\_ and to bind the named recipient to the terms and conditions set forth in this agreement.

**Matanuska-Susitna Borough**

**Date**

\_\_\_\_\_  
DBE Liaison Officer or other authorized representative of the recipient

\_\_\_\_\_

The undersigned is authorized to execute the Alaska Unified Certification Program Agreement conditionally approved by USDOT on \_\_\_\_\_ and to bind the named recipient to the terms and conditions set forth in this agreement.

**City of Palmer**

**Date**

\_\_\_\_\_  
DBE Liaison Officer or other authorized representative of the recipient

\_\_\_\_\_

The undersigned is authorized to execute the Alaska Unified Certification Program Agreement conditionally approved by USDOT on \_\_\_\_\_ and to bind the named recipient to the terms and conditions set forth in this agreement.

**City of Wasilla**

**Date**

\_\_\_\_\_  
DBE Liaison Officer or other authorized representative of the recipient

\_\_\_\_\_

The undersigned is authorized to execute the Alaska Unified Certification Program Agreement conditionally approved by USDOT on \_\_\_\_\_ and to bind the named recipient to the terms and conditions set forth in this agreement.

**City of Soldotna**

**Date**

\_\_\_\_\_  
DBE Liaison Officer or other authorized representative of the recipient

\_\_\_\_\_

The undersigned is authorized to execute the Alaska Unified Certification Program Agreement conditionally approved by USDOT on \_\_\_\_\_ and to bind the named recipient to the terms and conditions set forth in this agreement.

**City of Nenana**

**Date**

\_\_\_\_\_  
DBE Liaison Officer or other authorized representative of the recipient

\_\_\_\_\_

The undersigned is authorized to execute the Alaska Unified Certification Program Agreement conditionally approved by USDOT on \_\_\_\_\_ and to bind the named recipient to the terms and conditions set forth in this agreement.

**Ketchikan Gateway Borough**

**Date**

\_\_\_\_\_  
DBE Liaison Officer or other authorized representative of the recipient

\_\_\_\_\_

The undersigned is authorized to execute the Alaska Unified Certification Program Agreement conditionally approved by USDOT on \_\_\_\_\_ and to bind the named recipient to the terms and conditions set forth in this agreement.

**City and Borough of Sitka**

**Date**

\_\_\_\_\_  
DBE Liaison Officer or other authorized representative of the recipient

\_\_\_\_\_

The undersigned is authorized to execute the Alaska Unified Certification Program Agreement conditionally approved by USDOT on \_\_\_\_\_ and to bind the named recipient to the terms and conditions set forth in this agreement.

**City of Kodiak**

**Date**

\_\_\_\_\_  
DBE Liaison Officer or other authorized representative of the recipient

\_\_\_\_\_



The undersigned is authorized to execute the Alaska Unified Certification Program Agreement conditionally approved by USDOT on \_\_\_\_\_ and to bind the named recipient to the terms and conditions set forth in this agreement.

**City of Egegik**

**Date**

\_\_\_\_\_  
DBE Liaison Officer or other authorized representative of the recipient

\_\_\_\_\_

The undersigned is authorized to execute the Alaska Unified Certification Program Agreement conditionally approved by USDOT on \_\_\_\_\_ and to bind the named recipient to the terms and conditions set forth in this agreement.

**City of North Pole**

**Date**

\_\_\_\_\_  
DBE Liaison Officer or other authorized representative of the recipient

\_\_\_\_\_

The undersigned is authorized to execute the Alaska Unified Certification Program Agreement conditionally approved by USDOT on \_\_\_\_\_ and to bind the named recipient to the terms and conditions set forth in this agreement.

**City of Delta Junction**

**Date**

\_\_\_\_\_  
DBE Liaison Officer or other authorized representative of the recipient

\_\_\_\_\_

The undersigned is authorized to execute the Alaska Unified Certification Program Agreement conditionally approved by USDOT on \_\_\_\_\_ and to bind the named recipient to the terms and conditions set forth in this agreement.

**Fairbanks North Star Borough**

**Date**

\_\_\_\_\_  
DBE Liaison Officer or other authorized representative of the recipient

\_\_\_\_\_

The undersigned is authorized to execute the Alaska Unified Certification Program Agreement conditionally approved by USDOT on \_\_\_\_\_ and to bind the named recipient to the terms and conditions set forth in this agreement.

**Inter-Island Ferry Authority**

**Date**

\_\_\_\_\_  
DBE Liaison Officer or other authorized representative of the recipient

\_\_\_\_\_

The undersigned is authorized to execute the Alaska Unified Certification Program Agreement conditionally approved by USDOT on \_\_\_\_\_ and to bind the named recipient to the terms and conditions set forth in this agreement.

**Central Area Rural Transit System, Inc. (CARTS)**

**Date**

\_\_\_\_\_  
DBE Liaison Officer or other authorized representative of the recipient

\_\_\_\_\_

The undersigned is authorized to execute the Alaska Unified Certification Program Agreement conditionally approved by USDOT on \_\_\_\_\_ and to bind the named recipient to the terms and conditions set forth in this agreement.

**City of Fairbanks**

**Date**

\_\_\_\_\_  
DBE Liaison Officer or other authorized representative of the recipient

\_\_\_\_\_

The undersigned is authorized to execute the Alaska Unified Certification Program Agreement conditionally approved by USDOT on \_\_\_\_\_ and to bind the named recipient to the terms and conditions set forth in this agreement.

**Mat-Su Community Transit (MASCOT)**

**Date**

\_\_\_\_\_  
DBE Liaison Officer or other authorized representative of the recipient

\_\_\_\_\_



The undersigned is authorized to execute the Alaska Unified Certification Program Agreement conditionally approved by USDOT on \_\_\_\_\_ and to bind the named recipient to the terms and conditions set forth in this agreement.

**Sitka Public Transit Coordination Agency**

**Date**

\_\_\_\_\_  
DBE Liaison Officer or other authorized representative of the recipient

\_\_\_\_\_